

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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MARK K. MACRIS,

Plaintiffs,

Case No. 17-cv-00361-WMS

-against-

EXPERIAN INFORMATION SOLUTIONS, INC.  
and SPECIALIZED LOAN SERVICING, LLC,

**SPECIALIZED LOAN  
SERVICING, LLC'S  
FIRST FRCP 26(a)(1)  
INITIAL DISCLOSURES**

Defendants.  
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Defendant, SPECIALIZED LOAN SERVICING, LLC ("SLS") by and through its attorneys MCGLINCHEY STAFFORD, hereby submits its Initial Disclosures pursuant to Fed. R. Civ. P. 26(a)(1).

The following disclosures are made based on the information reasonably available to SLS at this stage of the proceedings. By making these disclosures, SLS does not represent that it is identifying every document, tangible thing, or witness possibly relevant to this lawsuit. Nor does SLS waive its right to object to production of any document or tangible thing disclosed herein on the basis of any privilege, the work-product doctrine, relevancy, undue burden or any other valid objection. Rather, SLS's disclosures represent a good faith effort to identify information reasonably believed to be relevant to the factual disputes alleged in the Complaint, as required by Fed. R. Civ. P. 26(a)(1).

**A. The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information:**

**I. CORPORATE REPRESENTATIVE(S) OF SLS.**

SLS may be contacted through its attorney, Laura Greco, Esq., McGlinchey Stafford, 194 Washington Avenue, Suite 600, Albany, New York 12210; Email: [lgreco@mcglinchey.com](mailto:lgreco@mcglinchey.com);

Phone: (518) 874-3401. Possible testimony may include admissible, non-privileged information pertaining to the servicing of the subject mortgage loan, and may likely also include the issues raised in the Complaint filed against SLS and any affirmative defenses thereto, as well as any documents or answers produced in discovery.

2. MARK K. MACRIS.

Plaintiff Mark Macris may be contacted through his attorney, Seth Andrews, Law Offices of Kenneth Hiller, 600 N. Bailey Avenue, Suite 1A, Amherst, New York 14226; Email: [sandrews@kennethhiller.com](mailto:sandrews@kennethhiller.com); Phone: (716) 564-3288. Plaintiff has knowledge of the allegations and purported damages set forth in his Complaint.

3. CATHERINE MACRIS.

Catherine Macris is not a party to this action. She is an obligor to the subject mortgage loan. Possible testimony may include admissible, non-privileged information pertaining to the servicing of the subject mortgage loan, Plaintiff's communications with her relating to his obligations under the mortgage debt, and the allegations in Plaintiff's Complaint.

4. FIRM REPRESENTATIVE OF EXPERIAN CREDIT ("EXPERIAN").

Defendant Experian may be contacted through its attorney, Diana L. Calla, Esq., Jones Day, 250 Vesey Street, New York, New York 10281; Email: [dcalla@jonesday.com](mailto:dcalla@jonesday.com); Phone: (212) 326-3960. Possible testimony may include admissible, non-privileged information pertaining to Plaintiff's communications with Experian and the allegations in the Complaint.

**B. A copy of, or a description by category and location of, all documents, data, compilations, and tangible things that are in the possession, custody or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment:**

1. Copies of the original Note and Mortgage, provided herein as Bates Nos. 001-013.

2. Commitment to Modify Mortgage, dated April 16, 2010, stating offer to modify expired on April 26, 2010, provided herein as Bates Nos. 014-024.

3. Copy of Loan Modification Agreement, signed by Mark K. Macris and dated December 20, 2011, provided herein as Bates Nos. 025-035.

4. Copy of Amended and Restated Note signed by Mark K. Macris on December 20, 2011 and Catherine Macris on April 20, 2010, with letter from Catherine Macris, provided herein as Bates Nos. 036-039.

5. Referee's Report of Amount Due from the foreclosure action involving the subject property, using the 6% interest rate from the original Note to calculate the amount due, provided herein as Bates Nos. 040-043.

6. Loan servicing related notes from Bank of America stating the Loan Modification will cancel since the Loan Modification was not timely returned with the correct signatures, provided herein as Bates No. 044.

7. SLS's Payment History for Plaintiff's Account, provided herein as Bates Nos. 045-050.

8. Copies of correspondence documents from time of default as of October 1, 2009 to the present.

9. SLS loan servicing related documents.

**C. A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extend of injuries suffered.**

Nothing to be disclosed at this time.

**D. Provide for inspection and copying under Rule 34 any insurance agreement which may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.**

Nothing to be disclosed at this time.

SLS expressly reserves the right to supplement and/or modify these preliminary disclosures during the course of the litigation as appropriate.

Dated: September 27, 2017  
Albany, New York

**MCGLINCHEY STAFFORD**

By: /s/ *Laura M. Greco*

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